

**ADDISON CENTRAL  
SCHOOL DISTRICT**

**Non-Union Employee Handbook**

**Effective July 1, 2023**

**THIS HANDBOOK SUPERCEDES ALL PREVIOUS HANDBOOKS  
ISSUED BY ACSD**

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## **ACSD Vision and Mission Statement**

### **ACSD Vision**

All students will reach their full academic potential and be prepared for success as engaged citizens.

### **ACSD Mission**

Our mission is to provide an innovative, rigorous, and supportive educational community that inspires a passion for learning and cultivates empathy and responsibility

## **I. General**

### **A. Introduction**

This Handbook is intended only to summarize the personnel procedures and benefits at ACSD. It does not create a contract, express or implied, guaranteeing you any specific term of employment, nor does it obligate you to continue your employment for a specific period of time. If you currently have an employment contract with ACSD, and the terms of your contract conflict with this handbook, the terms of your contract shall prevail. The purpose of this Handbook is to provide you with an explanation of present policies and practices at ACSD. It cannot cover every matter that may arise in the workplace but is intended as an overview or a guideline. ACSD reserves the right to modify, terminate, or change any of our policies and procedures, including those covered in this Handbook at any time.

You will be notified of revisions by electronic and other appropriate means. However, such notice is not required for revisions to be effective.

Questions regarding policies and procedures should be directed to your supervisor or to Human Resources.

### **B. Confidentiality**

As a District employee, you may have access to confidential information concerning students, staff and operations. Serious legal and ethical problems could result from unauthorized disclosure of such confidential information. Employees should therefore not discuss confidential internal matters, personnel issues, or student information with anyone outside of ACSD, except as required and permitted in the performance of regular job duties. If you are unsure as to what information is confidential, please consult with your supervisor. Breaching confidentiality may result in disciplinary action, including and up to termination.

### **C. Your Employment Relationship with ACSD**

Employment is “at will,” meaning that you or ACSD may end your employment at any time for any lawful reason with or without notice. This status may only be changed in writing. In such cases, the employee shall receive a written employment agreement.

This ACSD Non-Union Employee Handbook is not a contract. It does not create any agreement, express or implied, guaranteeing you any specific terms or conditions of employment. Nothing contained in this Handbook should be construed as creating a contract guaranteeing employment for any specific duration, nor does it obligate you to continue your employment for a specific period of time. Unless you have entered into an employment agreement that supersedes this document, either you or ACSD may terminate the employment relationship at any time. Neither does the Handbook guarantee any prescribed process for discipline and discharge.

## **D. Equal Opportunity Employer**

The District is an equal opportunity employer. ACSD will extend equal opportunity to all individuals without regard to race, religion, color, sex (including pregnancy), national origin, disability, age, genetic information, marital status, sexual orientation, ancestry, gender identity, place of birth, HIV status, or any other status protected under applicable federal, state or local law. This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, and transfer, leaves of absence, benefits, compensation, and training. Our policy reflects and affirms our commitment to the principles of fair employment and the elimination of all discriminatory practices.

If you believe that an employment decision has been made that does not conform with management's commitment to equal opportunity, you should promptly bring the matter to the attention of the Human Resources Coordinator. Your complaint will be thoroughly investigated. There will be no retaliation against any employee who files a complaint in good faith, even if the result of the investigation produces insufficient evidence to support the complaint.

## **E. Discrimination Against Individuals with Disabilities**

The federal Americans with Disabilities Act (ADA) and state law prohibit discrimination against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, fringe benefits, job training and other terms, conditions and privileges of employment. The ADA does not alter the District's right to hire the best-qualified applicant, but it does prohibit discrimination against a qualified applicant or employee because of his or her disability, or because of a perceived disability. As a matter of policy, the District prohibits discrimination of any kind against people with disabilities.

### **Covered Individuals**

An applicant or employee is considered disabled if he or she (1) has a physical or mental impairment that substantially limits one or more major life activities, (2) has a record of such an impairment or (3) is regarded as having such impairment.

A qualified employee or applicant with a disability is an individual who satisfies the skill, experience, education, and other job-related requirements of the position held or desired, and who, with or without reasonable accommodation, can perform the essential functions of that position.

### **Reasonable Accommodation**

A reasonable accommodation is any change in the work environment (or in the way things are usually done) to help a person with a disability apply for a job, perform the duties of a job, or enjoy the benefits and privileges of employment.

Qualified applicants or employees who are disabled should request reasonable accommodation from the District/school in order to allow them to apply for a particular job, perform an essential function of the position, or enjoy the benefits and privileges of employment. If you have a disability and you wish such reasonable accommodation,

contact the Human Resources Coordinator in writing. ACSD will ask for information from your health care provider(s) regarding the nature of your disability and the nature of your limitations or take other steps necessary to help us determine whether you have a qualifying disability and, if so, the viable options for reasonable accommodation. Reasonable accommodation may take many forms and it will vary from one employee to another. Please note that according to the ADA, ACSD does not have to provide the exact accommodation you want, and if more than one accommodation works, ACSD may choose which one to provide. There may be some instances where there is no reasonable accommodation that would enable you to perform the essential functions of your job.

### **F. Immigration Law Applicable to All Employees**

Regulations of the Immigration Reform and Control Act of 1986 are followed by employing only U.S. citizens and non-citizens who are authorized to work in the United States. All employees are asked on their first day of work to provide original documentation verifying the right to work in the United States and to sign a verification form required by federal law (Form I-9). If you cannot verify your right to work in the United States within three (3) days of hire, ACSD is required by law to terminate your employment.

### **G. Criminal Background Check**

Employment with ACSD is contingent upon receipt of an acceptable Vermont Criminal Record/FBI review including an Agency of Human Services review. Any cost associated with a CRC will be the responsibility of the employee.

## **II. Your Job**

### **A. Employment Categories**

#### **1. Full Time**

Employees who are regularly scheduled to work a minimum of 37.5 hours per week.

#### **2. Part Time**

Employees who are regularly scheduled to work at least 20 hours but less than 37.5 hours per week. Part-time employees may be eligible for benefits on a pro-rated basis.

#### **3. Temporary**

Employees hired for an interim period of time, usually to fill in for vacations, leaves of absence, or projects of a limited duration. Temporary employees are not eligible for benefits.

#### **4. Full Year**

Employees hired to work 230 or more days.

## **5. Extended Year**

Employees hired to work at least 189 but not more than 229 days.

## **6. School Year**

Employees hired to work up to 188 days.

## **B. "Exempt" and "Non-Exempt" Employees**

ACSD adheres to the definition of exempt and non-exempt employees provided by the Fair Labor Standards Act (FLSA).

## **C. Hours of Work, Overtime & Compensatory Time Off**

Central office business hours are from 7:30 a.m. to 4:30 p.m. Monday through Friday. The normal work week consists of up to 40 hours.

A normal workday consists of up to 8.0 hours, excluding unpaid lunch periods. Work schedules will be established on the basis of business needs and objectives and are subject to change at your supervisor's request. Employees may request changes to their work schedule. Approval of requests will be decided on the factors previously listed.

Exempt employees are not eligible for overtime compensation or compensatory time off. Non-exempt employees will be paid overtime based on hours worked beyond 40 hours in any given work week at time and a half. All overtime must be pre-authorized in writing by your supervisor. In lieu of overtime pay, compensatory time off may be granted to non-exempt employees if the employee elects. Compensatory time must be taken within the pay period immediately following. All time worked over 40 hours will be calculated as time and a half for compensatory purposes.

All hourly employees are required to use an electronic time clock to track hours worked for compliance with state and federal labor laws.

## **D. Attendance**

It is important for employees to be prompt and avoid unnecessary absences. Frequent absenteeism or tardiness may result in disciplinary action up to and including discharge.

You are expected to report to work when scheduled. Whenever you know in advance that you are going to be absent, you should notify your immediate supervisor or the designated administrator within an hour before your shift. If your absence is unexpected, you should attempt to reach your immediate supervisor as soon as possible, but in no event later than one hour before you are due at work. In the event your immediate supervisor is unavailable, you must speak with an administrator, or leave a voicemail providing a number where you may be reached if need be. Leaving a voicemail or message with another staff member does not qualify as notifying your supervisor.

Some, but not all, absences are compensated under leave and benefits policies described in Section 3, Your Benefits with ACSD.



## **E. Inclement Weather**

ACSD is open for business unless there is a government-declared state of emergency or the Superintendent has announced the office is closed. There may be times when opening will be delayed.

In the event your office or school is closed, employees will be paid for the day. If the office is open and you are delayed or unable to get to work you may use CTO/vacation, personal, unpaid time off or if able with Administrator/Supervisor approval, you may work remotely. You should always use your judgment about your own safety in getting to work.

When severe weather develops or is anticipated to develop during the day and a decision is made by the Superintendent to close early, you will be compensated for your regularly scheduled hours for that day. If you elect to leave prior to the set time of closure, you will be required to use CTO/vacation, personal, or unpaid time for the hours between the time you left and the time the office closed.

## **F. Breaks**

ACSD provides a lunch break. Break schedules will be determined by the needs of your team members and supervisor, and will be paid or unpaid in accordance with applicable state and federal labor laws.

## **G. Compensation**

All salaried employees are paid in 21 or 26 equal installments depending on your contract. Hourly employees are paid by electronic timesheet. Employees are paid every other Friday, subject to change. When a payroll date falls on a federal holiday, employees will be paid on the last business day before the holiday. ACSD encourages the use of direct deposit. The form for authorization can be obtained from the Human Resources Coordinator or through the employee information portal. Direct deposit receipts are furnished electronically.

## **H. Job Descriptions**

Job descriptions have been developed for each position at ACSD. Your job description outlines responsibilities and duties of your job. Job descriptions will be reviewed during your performance review by you and your supervisor.

The job description serves as a basis for performance appraisals and salary adjustments and makes it possible for you to understand the expectations of the position. From time to time you may be called upon to perform tasks other than those called for in your job description, ACSD reserves the right to change or modify job descriptions to meet the needs of the organization.

## **I. Job Postings**

Open positions with ACSD will be posted through Schoolspring and on our website. The administration does reserve the right, however, to transfer or promote an employee without posting the availability of that position.

To be eligible to apply for a current opening, you must be in your current position for six months and be in good standing. Although every effort is made to promote from within, ACSD reserves the right to hire the candidate that it determines in its discretion to be best suited for the job.

## **J. Evaluation/Performance Review**

An effective working relationship between supervisors and employees is essential for the successful operation of the School District. The development and maintenance of such relationships will be greatly enhanced through periodic reviews by your designated building administrator/supervisor of staff responsibilities, accompanied by a frank discussion of performance.

Performance reviews will be conducted annually. All performance reviews will be completed in writing by your supervisor and reviewed during a conference with you. Factors considered in your review include the quality of your job performance, your attendance, meeting the requirements of your job description, dependability, attitude, and cooperation, compliance with ACSD employment policies, any disciplinary actions, and year to year improvement in overall performance.

## **K. Personnel Files**

ACSD maintains personnel files on all employees. These files are the property of ACSD. However, employees may have access to their file for review and may request copies of items from their file. Personnel files may not be removed from the Superintendent's Office. Access to your personnel file is not immediate and may vary depending on the workload of the Superintendent's Office at the time of the request. Requests to review your file should be made in writing to the Human Resources Coordinator.

## **L. Safety and Reporting Work Related Accidents**

We provide a clean, hazard-free, healthy, safe environment in which to work and make every effort to comply with all relevant federal, state and local occupational health and safety laws, including the federal Occupational Safety and Health Act. As an employee, you have a duty to comply with the safety rules of ACSD, and you are expected to take an active part in maintaining this hazard-free environment. You should observe all posted safety rules, adhere to all safety instructions provided by your supervisor and use safety equipment where required. Your workspace should be kept neat, clean and orderly. You are required to report any accidents or injuries

If an accident occurs on the job (no matter how slight), notify your supervisor. You must complete a First Report of Injury form and submit it to the Human Resources Coordinator as soon as you are able, but in any case, within 24 hours. If immediate medical assistance

is required and you cannot reach your supervisor, call 911. Unsafe conditions or employee conduct which jeopardizes your safety or the safety of others should be reported immediately to your supervisor or other management personnel. Such reports will be investigated and appropriate action will be taken, including disciplinary action, where appropriate.

### **M. Office Equipment**

Equipment is assigned to staff depending on the needs of the job. This equipment is the property of ACSD and upon termination of employment must be left with your supervisor. This includes but is not limited to laptops and any other electronic devices paid for by the School District.

### **N. Attire and Grooming**

It is important for the employee to demonstrate a professional image while at work by being appropriately attired. An employee is expected to be neat, clean, and well-groomed while on the job. Clothing must be consistent with the standards for school environment and must be appropriate to the type of work being performed. The employee is encouraged to seek more information from their supervisor on specific department expectations. The District reserves the right to determine appropriateness, when in question. Any employee who is improperly dressed will be spoken to by the supervisor or in severe cases may be sent home to change clothes. Continued disregard for this policy may be cause for employment action.

## **III. Benefits with ACSD**

Following are the benefits ACSD provides for eligible full and part time employees each year. Unless stated otherwise herein, benefits for part time employees are pro-rated, based on full time equivalence (FTE). Temporary full and part time employees are only eligible for those benefits required by law (i.e., unemployment, workers compensation) unless otherwise contractually agreed to in writing between the employee and the ACSD.

Complete descriptions of the employee benefit plans detailed in this section may be obtained from the Human Resources Coordinator or through the employee information portal.

### **A. Life/AD & D Insurance**

The board will pay the full cost of a group Term Life Insurance policy for all full and part time support staff and administrators. The face value of this policy for school and extended year employees shall be \$30,000 and for full year employees shall be two times your annual salary. The policy covers employees up to age 65 and includes double indemnity for accidental death and dismemberment. At age 65, coverage shall be 65% of these benefits and at age 70, 50%.

## **B. Supplemental Life/AD & D Insurance**

Employees are eligible to purchase supplemental life and AD & D insurance for themselves and their dependents at group rates. Supplemental life insurance is a voluntary benefit and is employee-specific. Enrollees should refer to the plan summary for eligibility requirements, plan limitations, and additional information.

## **C. Long Term Disability**

Each full and part time support staff and administrator who meet the eligibility requirements of the insurance carrier are eligible for coverage under a long-term group disability insurance plan. Such plan shall provide 66 2/3% of salary with a 90 calendar day elimination or waiting period.

## **D. Dental**

The Board will provide single coverage dental insurance to each eligible employee. Employees may purchase dental insurance for their dependents at group rates through payroll deduction.

## **E. Health**

In accordance with the regulations of the insurance carrier and the Affordable Care Act, the Board shall provide full and part time support staff and administrators who meet eligibility requirements the option of selecting coverage under the VEHI Health Plans. The Board contribution is based on the Gold CDHP plan.

The premium costs of the Gold CDHP and Silver CDHP plans shall be shared between the Board and the staff based on annual earnings as follows:

<b>Annual Salary</b>	<b>Employee share Of Premium</b>	<b>Board share Of Premium</b>
<b>Less than \$60,000</b>	<b>15.5%</b>	<b>84.5%</b>
<b>\$60,000-\$79,999</b>	<b>19.5%</b>	<b>80.5%</b>
<b>\$80,000 &amp; up</b>	<b>20%</b>	<b>80%</b>

Employees electing coverage under the Platinum or Gold Plans shall pay the difference between the cost of the selected Plan and the amount the board pays for the election of the Gold CDHP.

The board will contribute to a Health Reimbursement Arrangement (HRA) based on the following:

	<b>Licensed</b>	<b>Unlicensed Admin./Staff</b>
<b>Single</b>	<b>\$1,900</b>	<b>\$2,200</b>
<b>Two Person-Family</b>	<b>\$4,000</b>	<b>\$4,400</b>

All HRA contributions are first dollar. Employees who enroll in the Silver CDHP plan may choose to have the contribution made to a Health Savings Account (H.S.A.); same employer contribution amounts apply.

Employees must notify the Human Resources Coordinator of a qualifying event such as a divorce or dependents who are no longer eligible to remain on their group health plan within 30 days of the event. Failure to provide such notice may result in additional charges to the employee.

The Board will provide an annual reimbursement to any eligible employee who waives the health insurance coverage offered by the Board provided said employee certifies that he or she has other health insurance coverage and said insurance coverage is not provided through a Vermont Public School District via a spouse or domestic partner. Payment in lieu of insurance provision to be offered to employees at \$750 for Full-time, School Year, and \$1,500 for Full-time, Extended/Full Year. An application must be made to the Superintendent at a date specified by the Superintendent during the prior year. Payment will be made in equal biweekly payments via payroll.

### **F. Open Enrollment**

Open Enrollment allows employees to add or change their benefits coverage. Changes, additions and other elections made during this period (November 1-15 of each year) will be in effect January 1 of the following year. Changes may not be made until the next Open Enrollment period except in the case of a qualifying event such as; marriage, divorce, birth or adoption of a child, death or involuntary loss of coverage. You must notify the Human Resources Coordinator in writing within 30 days of a qualifying event to make changes to your benefit.

### **G. COBRA Continuation Rights**

A Federal law commonly referred to as COBRA requires the District to give employees, spouses, and dependent children the right to continue group health benefits for limited periods of time under certain circumstances, such as voluntary or some types of involuntary job loss, reduction in hours worked, death, divorce, and other life events. Employees ordinarily may continue their health coverage for up to 18 months when their employment is terminated.

### **H. Retirement**

Eligible employees electing to contribute to a 403b shall receive a board match based on the following:

<b>Employee Category</b>	<b>Board Contribution</b>
<b>School &amp; Extended Year</b>	<b>4%</b>
<b>Full Year</b>	<b>5%</b>

## I. Other Benefits

The following benefits apply to regular full and part time employees. Benefits are pro-rated for regular part time employees to the extent applicable, based on the employee's regular work week (i.e. paid holidays, accrued CTO). Temporary full and part time employees are only eligible for those benefits required by law (i.e., unemployment, workers compensation) unless otherwise contractually agreed in writing between the employee and the ACSD.

Employee Assistance Program	Social Security
Flexible Spending	Unemployment Compensation Insurance
Personal Leave of Absence	Workers' Compensation Insurance

## J. Combined Time off

In an effort to provide flexibility to employees for the use of time off, ACSD offers combined time off (CTO) for its regular full year, full and part time support staff and administrators, pro-rated based on number of contracted days. CTO can be used for vacation, personal, bereavement, civic duty, religious observance, or sick leave. CTO is pro-rated for regular part time employees.

Weather related school closings are considered a normal work day unless the Superintendent determines the central office will be closed, have a delayed opening, or closing early for all employees. Otherwise, an employee may elect to use CTO on these occasions.

When using CTO, it is not necessary to distinguish how the time is being used (i.e. vacation, sick, bereavement, or personal). Requests for planned time off require two weeks prior notification and approval of your supervisor. Accrued CTO is used on a 14-month basis (July-August). Any CTO not used by August 31 will be rolled into your sick bank if you are not at the cap of 90 days. Hourly employees will accrue and use leave time on an hourly basis. Salaried employees will use leave time in one half or full day increments. CTO earned as follows:

	<b>After 6 Mos.</b>	<b>1-3 Years</b>	<b>4-9 Years</b>	<b>10 Years</b>
CTO/Staff	10	15	20	25
CTO/Admin	25	25	25	25

CTO is pro-rated based on FTE and the number of days worked per year. CTO is also pro-rated based on a fiscal year (July-June) and upon the following anniversaries: 6 months, 1 year, 4 years, and 10 years. For purposes of CTO accrual, a work anniversary is defined as July 1st. Employees hired between July 1st and January 30th, will be considered to have one year of employment for CTO accrual purposes on July 1st following the start of employment. Employees hired between February 1st and June 30th, will not be considered to have attained one year of employment for CTO accrual purposes until July 1st of the year following the start of employment.

If it is necessary to access CTO before the completion of six months, you may request an advance from your future leave. Upon voluntary termination the employee will be compensated for up to ten days of unused CTO. A contract is issued for the period of employment from July 1-June 30. If a resignation is tendered and accepted before June 30 of the contract year, CTO will be pro-rated for the period of employment. If an employee leaves but has taken more CTO than he/she has earned or has been advanced leave, the employee will be obligated to reimburse ACS D through a deduction to their final paycheck.

During extraordinary central office situations, there may be adjustments to the 14 month deadline for the use of CTO as an example: such an extraordinary occasion would be the extended days/weeks/months that a position remains open and/or the departure of two or more employees in a similar time frame. In these circumstances, the Superintendent may approve the extension of the fourteen month deadline by six months, to twenty months total. In every individual case, there must be an emphasis on the timely use of CTO which is designed to provide a personal benefit to the employee (time away) and to the School District.

### **K. Sick Leave**

Sick leave may be used for absence due to personal or \*family illness (see definition below for eligible family members), and to attend to medical and dental appointments which cannot reasonably be scheduled outside the regular work day. Employees may be required to submit a physician's note following an absence. However, employees absent for three or more consecutive business days, due to illness or injury, will be required to submit a physician's note/release before returning to work. Unused sick leave shall accumulate from year to year to a maximum of 90 days. Sick leave is pro-rated for regular part time employees. Requests for planned time off require two weeks prior notification and approval of your supervisor. Requests for unplanned leave must be completed during the employee's first day of return from leave. Hourly employees will accrue and use leave time on an hourly basis. Salaried employees will use leave time in one half or full day increments. All eligible employees will accrued 15 days annually.

#### **\*Definition of Family**

Spouse, Children, including adopted children, Parents and Current Parent-in-law

Upon termination, unused accrued sick time will not be compensated. Upon tendering your resignation, the use of sick leave is no longer available unless approved by the Superintendent.

### **L. Bereavement Leave**

Bereavement leave is available to school and extended year employees only. Up to 5 days per year of bereavement leave may be used for absence due to the death of members of the employee's immediate family.

## **M. Personal Leave**

Personal leave is available to school and extended year employees only. Up to 3 days per year of personal leave may be used for absence for personal, legal, business, household or family matters which cannot be accomplished at any time other than during the employee's workday. School year employees must use their personal days before the end of the school year.

## **N. Recognized Holidays**

ACSD observes the following paid holidays (11):

New Year's Day	Independence Day	Christmas Day
Presidents' Day or	Labor Day	Day before or after
Martin Luther King Day	Thanksgiving Day and	One Floating Holiday
Memorial Day	day before and after	

***\*If a holiday falls on a day you are not normally scheduled to work, you will not receive pay for that day.***

## **O. General Provision – Additional Leave**

At his/her sole discretion, the Superintendent may grant additional personal or emergency leave for unusual circumstances upon request by the employee. The Superintendent may also allow employees to transfer up to three days of CTO to another employee for unusual circumstances.

## **P. Family and Medical Leave**

The District follows all requirements of the Federal Family and Medical Leave Act (FMLA) and the Vermont Parental and Family Leave Act (VVPFLA). FMLA and VVPFLA generally grant qualifying employees up to 12 workweeks of unpaid leave for any qualifying circumstances or condition. Intermittent leave may be granted in the event of a medical necessity. Notice of your rights under these acts is posted at individual work sites, and can also be found in the employee portal. The Human Resources Coordinator will guide you in completing appropriate forms for the leave.

### **Military Caregiver Leave**

The FMLA also allows an eligible employee who is the spouse, son, daughter, parent or next of kin of a member of the Armed Forces or of certain recent veterans with a serious illness or injury, up to 26 weeks of unpaid leave within a twelve-month period to care for the injured or ill service member or veteran. A "serious illness or injury" is generally an injury or illness incurred by the covered service member in the line of duty on active duty (or that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty) that may render the service member medically unfit to perform the duties of the member's office, grade, rank, or rating.



### **Qualifying (Military) Exigency Leave**

The FMLA provides for up to 12 weeks of unpaid leave within a 12-month period when an eligible employee's spouse, son, daughter, or parent is on (or has been notified of an impending call to) covered active duty in the Armed Forces. "Covered active duty" for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country. "Covered active duty" for members of the U.S. National Guard and Reserves means duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation.

An employee may not take more than a combined 26 weeks of FMLA leave in a single 12-month period. For example, if you take six weeks of FMLA leave for your own illness or that of a family member, you may take no more than 20 weeks to care for an ill or injured service member. Where the necessity for military caregiver leave is foreseeable, you must give the District at least 30 days' notice before the commencement of the leave.

### **Notice Requirements**

To take FMLA/VPFLA Leave, you must provide us with appropriate notice. If you know in advance that you will need FMLA/VPFLA leave, you must notify your supervisor or the Human Resources Coordinator at least 30 days in advance. If you learn of your need for leave less than 30 days in advance, you must give notice as soon as you can (generally either the day you learn of the need or the next work day). When the need for FMLA/VPFLA leave comes up unexpectedly (for example, if a family member is injured in an accident), you must inform your supervisor or Human Resources as soon as you can.

In the case of planned medical treatment, in addition to providing not less than 30 days' notice, the employee shall make a reasonable effort to schedule the treatment so as not to disrupt operations.

### **Q. Unpaid Short-Term Family Leave**

In addition to parental or family leave, employees who have worked for ACSD for one full year and an average of 30 hours or more per week are entitled to "short term family leave" of a period not to exceed four hours in a 30-day period, or 24 hours in a 12-month period. This leave must be taken in two-hour blocks of time or greater and may be taken for the employee's child, ward, spouse, parents, or parents-in-law. This leave may be taken for any of the following purposes:

- For certain preschool or school activities.
- Routine medical or dental appointments, or other professional services related to their well-being.
- To respond to a medical emergency involving these individuals.

To take this leave, the employee should give as much notice as possible of the need for short term family leave, except in the case of emergencies which could have a significant

adverse effect on the family member of the employee. Whenever possible, employees are expected to arrange for applicable appointments during non-work time.

In lieu of unpaid leave, the employee may use paid leave to cover the absence, or at the discretion of ACSD may be permitted to make up the missed time within the next pay period.

### **R. Military Service Leave**

Employees serving in the uniformed services, including the Army, Navy, Marine Corps, Air Force, Coast Guard, and Public Health Service commissioned corps, as well as the reserve components of each of these services, may take unpaid military leave, as needed, to enable them to fulfill their obligations as service members. Employees may use accrued CTO or personal leave for this purpose.

An Associate called to active duty must present the military orders to his Supervisor or Human Resources immediately upon receipt. If the leave does not exceed five years and an honorable discharge is received, the Associate may apply for re-employment in accordance with the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA). During the leave, health and retirement benefits are protected in accordance with the USERRA.

### **S. Worker's Compensation Leave**

Time missed from work due to a work-related illness or injury will run concurrently with FMLA and VPFLA and will therefore count as FMLA and VPFLA leave as well as Worker's Compensation leave.

### **T. Jury Duty**

The district will excuse employees who are called for jury duty without jeopardy to their employment or reduction in their compensation and benefits. Should the employee be eligible to receive compensation for jury duty from the judicial system, he/she will apply for such compensation and make arrangements with the business office to turn over such compensation, exclusive of meals and mileage allowance, to the school district for those days the employee was on jury duty and was paid by the district.

The Superintendent of Schools may request that an employee be excused from service or have the service delayed if the special nature of the employee's qualifications would make it difficult for the district to be without the employee. In such a case, the employee will cooperate with the Superintendent in requesting such a deferral.

## **IV. Other**

### **A. Employee Harassment Policy**

Harassment is a form of unlawful discrimination, as well as disrespectful behavior, which will not be tolerated. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct, or communications constituting harassment as defined and

otherwise prohibited by state and federal law violates this policy. Further, it shall be a violation of this policy to retaliate against any complainant raising good faith allegations of unlawful harassment or witness cooperating in an investigation by the District pursuant to this policy.

### **Definitions**

**Employee:** For purposes of this policy, employee means any person who may be permitted, required or directed by the school district, in consideration of direct or indirect gain or profit, to perform services.

**Unlawful Harassment:** Unlawful harassment is a form of discrimination. It is verbal or physical conduct based on an employee's race, religion creed, color, national origin, marital status, sex, sexual orientation, gender identity, age, political affiliation, ancestry, place of birth or disability which has the purpose or effect of substantially interfering with an employee's work or creating an intimidating, hostile or offensive environment.

**Sexual Harassment:** Is a form of sex discrimination and means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- a) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
- b) Submission to or rejection of such conduct by an individual is used as a component of the basis for employment decisions affecting such individual; or
- c) Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

**Retaliation:** Retaliation is adverse action taken against a person for making a complaint of unlawful harassment or for participating in or cooperating with an investigation.

**Examples:** Unlawful harassment can include any unwelcome verbal, written or physical conduct which offends, denigrates, or belittles an employee because of the employee's race, religion, creed, color, national origin, marital status, sex, sexual orientation, gender identity, age, and ancestry, place of birth or disability. Such conduct includes, but is not limited to, unsolicited derogatory remarks, jokes, demeaning comments or behavior, slurs, mimicking, name calling, graffiti, innuendo, gestures, physical contact, stalking, threatening, bullying, extorting or the display or circulation of written materials or pictures.

**Sexual Harassment:** Sexual harassment may include unwelcome touching, crude jokes or pictures, discussions of sexual experiences, teasing related to sexual characteristics, pressure for sexual activity, display or sending of pornographic pictures or objects, obscene graffiti, and spreading rumors related to a person's alleged sexual activities.

**Racial and Color Harassment:** Racial or color harassment may include unwelcome verbal, written or physical conduct directed at the characteristics of a person's race or color such as nicknames emphasizing stereotypes, racial slurs, and negative references to racial customs.

**Creed and Religion Harassment:** Creed and religion harassment includes unwelcome verbal, written or physical conduct directed at the characteristics of a person's religion or creed such as derogatory comments regarding surnames, religious tradition, or religious clothing, or religious slurs.

**National Origin Harassment:** Harassment on the basis of national origin includes unwelcome verbal, written or physical conduct directed at the characteristics of a person's national origin such as negative comments regarding surnames, manner of speaking, customs, language or ethnic slurs.

**Marital Status Harassment:** Harassment on the basis of marital status includes unwelcome verbal, written or physical conduct directed at the characteristics of a person's marital status, such as comments regarding pregnancy or being an unwed mother or father.

**Sexual Orientation Harassment:** Harassment on the basis of sexual orientation includes unwelcome verbal, written or physical conduct directed at the characteristics of a person's sexual orientation.

**Gender Identity Harassment:** Harassment on the basis of gender identity includes unwelcome verbal, written or physical conduct directed at an individual's actual or perceived gender identity, or gender-related characteristics intrinsically related to an individual's gender or gender identity, regardless of the individual's assigned sex at birth.

**Disability Harassment:** Disability harassment includes any unwelcome verbal, written or physical conduct directed at the characteristics of a person's disabling mental or physical condition such as imitating manner of speech or movement, or interference with necessary equipment.

## **Procedure**

**Duty to Investigate:** In the event the School District receives a complaint of unlawful harassment of an employee, or otherwise has reason to believe that unlawful harassment is occurring, it will take all necessary steps to ensure that the matter is promptly investigated and addressed. The District is committed to take action if it learns of potential unlawful harassment, even if the aggrieved employee does not wish to file a formal complaint.

**Designated Persons:** Every employee is encouraged to report any complaint of or suspected acts of unlawful harassment. Unlawful harassment should be reported to the

Non-Discrimination Coordinators or to the Superintendent at the following address and telephone number:

- a) Non-Discrimination Coordinator: Assistant Superintendent of Student Services  
Address: 49 Charles Avenue, Middlebury, Vermont 05753  
Telephone number: 802-382-1274
- b) Superintendent  
Address: 49 Charles Avenue, Middlebury, Vermont 05753  
Telephone number: 802-382-1274

**Investigation:** Allegations of unlawful harassment will be promptly investigated by a Non-Discrimination Coordinator or his/her designee. At the outset of the investigation, the complainant shall be provided with a copy of this policy. If the allegations are found to have been substantiated by the investigator, the School District will take appropriate disciplinary and/or corrective action. The Non-Discrimination Coordinator or his/her designee will inform the complainant(s) and the accused(s) whether the allegations were substantiated. The accused(s) and the complainant(s) shall be warned against any retaliation. If, after investigation, the allegation is found not to have been substantiated, the complainant(s) shall be informed of the right to contact any of the state or federal agencies identified in this policy.

**Filing a Complaint:** Employees are encouraged to report the alleged unlawful harassment as soon as possible to their building administrator or the Superintendent. The complainant will be asked to provide copies of any relevant documents or notes of events and the names of people who witnessed or were told of the unlawful harassment and will be asked to provide a written description of the unlawful harassment.

**Alternative Complaint Processes:** Employees may file complaints with both the School District and with state and federal agencies. If employees are dissatisfied with the results of an investigation, they may file a complaint with state and federal agencies. The agencies are:

- a) Vermont Attorney General's Office, Civil Rights Unit  
Address: 109 State Street, Montpelier, VT 05602  
Telephone Number: (802) 828-3171  
<http://www.atg.state.vt.us/issues/employment-law/Harassment.php>  
Complaints should be filed within 300 days of any unlawful harassment.
- b) Equal Employment Opportunity Commission  
Address: 1 Congress Street, Boston, MA 02114  
Telephone Number: (617)565-3200 (voice), (617)565-3204 (TDD).  
<http://www.eeoc.gov/field/boston/charge.cfm>  
Complaints should be filed within 300 days of any unlawful harassment.

Legal Reference(s):

9 V.S.A. §§4502 et seq. (Public accommodations)

16 V.S.A. 11(a) (26) (Definitions)

21 V.S.A. §§495 et seq. (Unlawful employment practice, sexual harassment)

42 U.S.C. §§2000e et seq. (Title VII of the Civil Rights Act of 1964)

29 C.F.R. 1604.11 (Equal Opportunity Employment Commission)

Harassment of any employee in the workplace, based on a person's race, color, sex, religion, national origin, age, disability, or sexual orientation, is unlawful and a violation of this policy. ACSD fully supports equal employment opportunity and will not tolerate discriminatory harassment of our employees. Discriminatory conduct which is sufficiently severe or pervasive as to alter the conditions of employment and which creates an intimidating, hostile or abusive work environment will be considered harassment pursuant to this policy.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually degrading or suggestive communications or statements, and other verbal, visual or physical conduct of a sexual nature. No supervisor shall threaten or insinuate, either explicitly or implicitly, that an employee's submission to or rejection of sexual advances will affect the employee's employment, evaluation, wages, advancement, assigned duties or any other terms or conditions of employment or career development.

Any employee who feels that he or she or someone else is the victim of harassment, including but not limited to any of the conduct listed above, by any employee, customer, client or any other person in connection with his or her employment should report the concern immediately to their supervisor, any supervisor or the Superintendent of ACSD. All complaints will be investigated promptly in as confidential a manner as possible and appropriate corrective or disciplinary action will be taken where warranted.

Retaliation against an employee for reporting sexual harassment or for cooperating in an investigation of a complaint of sexual harassment is unlawful. It is a violation of this policy for any employee who learns of the investigation or complaint to take any retaliatory action, which affects the working environment of any person involved in the complaint or investigation.

Any employee who is determined, after investigation, to have engaged in harassment in violation of this policy will be subject to immediate disciplinary action, up to and including discharge.

Although employees are encouraged to file their complaints of sexual harassment through ACSD's complaint procedure, the following agencies also process complaints of sexual harassment:

- a) Vermont Attorney General's Office; Civil Rights Unit;  
Address: 109 State Street, Montpelier, Vermont 05602  
Telephone number: 802-828-3171
- b) Equal Employment Opportunity Commission  
Address: One Congress Street, Boston, MA 02114  
Telephone number: 617-565-3200

A copy of this policy will be given by the Superintendent or his or her designee to each School District employee.

### **Bullying**

Workplace bullying is repeated, health-harming mistreatment of one or more persons (the targets) perpetrator(s) in the following forms:

- a) Verbal abuse.
- b) Offensive conduct/behaviors (including nonverbal) which are threatening.
- c) Humiliating or intimidating.
- d) Work interference such as sabotage preventing work from getting done.
- e) Is driven by perpetrators' need to control the targeted individual(s).
- f) Is initiated by bullies who choose their targets, timing, location, and methods.
- g) Escalates to involve others who side with the bully, either voluntarily or through coercion.
- h) Undermines legitimate business interests when bullies' personal agendas take precedence over work itself.
- i) Is similar to domestic violence at work, where the abuser is on the payroll.
- j) Blame without factual justification.
- k) Being treated differently than the rest of your work group.
- l) Being sworn at.
- m) Exclusion or social isolation.
- n) Being shouted at or being humiliated.
- o) Being the target of practical jokes.

Workplace bullying often involves an abuse or misuse of power. Bullying includes behavior that intimidates, degrades, offends, or humiliates a worker, often in front of others. Bullying behavior creates feelings of defenselessness in the target and undermines an individual's right to dignity at work. Bullying is different from aggression.

**Retaliation:** Includes any acts that are (1) "materially adverse" (2) to a reasonable employee whether or not those acts result in a loss of pay, benefits, or any other privileges of employment. In reaching this holding, the Supreme Court clarified that employers can

be held liable for retaliation absent taking a “tangible employment action” such as firing, failing to promote, reassignment with significantly different job responsibilities or a decision causing a significant change in pay or benefits.

**Charges of Retaliation or Bullying:** Retaliation or Bullying will not be tolerated in the ACSD workplace. Violation of our retaliation or bullying policies will result in disciplinary action up to and including termination of employment.

A charge of retaliation or bullying will be brought directly to the attention of the Superintendent. Upon receiving such a claim the Superintendent will follow the administrative responsibilities and actions as described in policy B5- Prevention of Employee Harassment.

If the claim is made against the Superintendent the claim will be brought directly to the attention of the ACSD Executive Committee who will engage an independent investigator. The administrative responsibilities and action as described in policy B5- Prevention of Employee Harassment will be followed.

## **B. HIPAA Compliance**

It is the policy of the ACSD Board to comply with privacy requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

The ACSD Board sponsors employee benefit plans that are or may be “group health plans”, as that term is defined by regulations issued under the Health Insurance Portability and Accountability Act of 1996, or HIPAA. The HIPAA privacy regulations, or Privacy Rule, impose obligations on the group health plans with respect to their use and disclosure of an employee’s protected health information. Protected Health Information (PHI) is information that relates to an employee’s past, present or future physical or mental health or condition, or any other health information where there is a reasonable basis to believe that the information can be used to identify an employee.

The Superintendent is responsible for ensuring that application of this policy is consistent with state and federal laws and any applicable collective bargaining agreements.

## **C. Smoking and Alcohol and Drug-Free Workplace**

Smoking is strictly prohibited at all times on all ACSD properties including all district schools. It is the policy of the ACSD Board to maintain a workplace free of alcohol and drugs as described in policy B3-Alcohol and Drug-Free Workplace. No employee will manufacture, distribute, dispense, possess, use, or be under the influence of alcohol or any drug on or in the workplace, unless such drug is used as directed by a licensed medical provider.

Definitions



**Drug:** means any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance as defined by state or federal statute or regulation.

**Workplace:** means the site for the performance of work for the School District, including any school building or any school premises and any school-owned vehicle or any other school approved vehicle used to transport students to and from school or school activities.

#### Employee Responsibilities

As a condition of employment, each employee will notify the Superintendent in writing of his or her conviction of any alcohol related offense or violation of any criminal drug statute. The employee must notify the Superintendent no later than five days after such conviction. Entry of a nolo contendere plea shall constitute a conviction for purposes of this policy, as will any judicial finding of guilt or imposition of sentence. Within 10 days of notification from an employee, or receipt of actual notice of an alcohol or drug conviction, the Superintendent will notify any federal or state officers or agencies legally entitled to such notification. As a condition of employment, each employee must abide by the terms of the School District policy respecting an alcohol and drug free workplace.

An employee who violates the terms of this policy may be asked to satisfactorily complete an alcohol or drug abuse assistance or rehabilitation program approved by the Board. In addition, an employee who violates the terms of this policy will be subject to disciplinary action, including but not limited to non-renewal, suspension or termination at the discretion of the Board.

**Administrative Responsibilities:** The Board will take action in accordance with the School District's policies and procedures as well as applicable state and federal law.

The Superintendent will establish an alcohol and drug-free awareness program in the School District to include information on the dangers of drug abuse in the workplace, the School District's policy on an alcohol and drug-free workplace and any alcohol or drug counseling available to employees as well as any available rehabilitation and employee assistance programs.

A copy of this policy will be given by the Superintendent or his or her designee to each School District employee.

The Superintendent or his or her designee will conduct a review of the School District's employee drug prevention program as required by the Safe and Drug-Free Schools and Communities Act of 1994. The review will determine the effectiveness of the prevention programs and the consistency of the enforcement of disciplinary sanctions. Following each review, required changes will be implemented.

#### Legal Reference(s):

21 U.S.C. §§1521 et seq. (Drug-Free Communities Act)

20 U.S.C. §§1701 et seq. (Safe and Drug-Free Schools and Communities Act of 1994)

21 C.F.R. §§1308.11 through 1308.15

21 V.S.A. §517 (Employer's Authority)

#### **D. Acceptable Use for Electronic Communications**

It is the policy of the ACSD to provide the use of electronic resources to permit employees to fulfill their job responsibilities.

ACSD promotes the safe, ethical, responsible, and legal use of their electronic resources. This policy is designed to support the effective use of these resources for employment related purposes, protect employees against potential dangers, and ensure accountability. Therefore, the use of all such electronic resources shall be consistent with this policy and other related ACSD adopted policies and procedures. The following guidelines do not supersede current policy. Please refer to the current Acceptable Use policy on file.

Violation of this policy and accompanying procedures may result in disciplinary action up to and including termination of employment or referral to local, state or federal law enforcement officials. Employees shall be held accountable for any intentional misuse or damage of the electronic equipment or resources. Any unauthorized access to information that results in a monetary charge to ACSD will be the financial responsibility of the user.

**Electronic Resources:** For the purposes of this policy electronic resources include but are not limited to all ACSD owned technology equipment, network resources, and Internet access; as well as personal computers and other network devices brought to work, and work-provided employee e-mail accounts.

**Limitation/Disclaimer of Liability:** ACSD shall not be liable for employees' unacceptable use or violations of copyright restrictions or other laws, user mistakes or negligence, and costs incurred by users. ACSD makes no guarantee that the functions or the services provided by or through ACSD will be error-free or without defect. ACSD shall not be responsible for any damage experienced, including, but not limited to, loss of data or interruptions of service. ACSD shall not be held responsible for the accuracy or quality of information obtained through or stored on the system, or for financial obligations arising through the unauthorized use of the system.

**Safety and Security of Employees When Using Electronic Communication:** ACSD provides e-mail access for employees but limits the use to work related purposes only. Employees will not post personal contact information about themselves or other people and agree to follow communication safety requirements outlined in procedures when using electronic communications.

## **E. Terminating Employment**

If you wish to resign, or if circumstances force you to leave employment, please discuss the matter with your supervisor. ACSD would appreciate as much notice as possible prior to your effective date of termination. Upon tendering your resignation, you must schedule time with the Human Resources Coordinator to provide you with the necessary information about your benefits and final paycheck. An employee may owe the ACSD money for unworked time or other expenses incurred if the employee does not provide adequate notice of termination.

# Acknowledgement and Receipt Of Employee Handbook

This ACSD employee handbook, or handbook revision pages published July 1, 2023 supersedes all previous ACSD employee handbooks.

I have received a copy of this handbook or revision. I understand that I am to read and become familiar with the contents. If I have any questions, I understand that I should talk to my supervisor or to the Superintendent.

Further, I understand that:

This handbook is not intended to, nor does it create promises or representations of continued employment. Every employee has an at-will relationship with ACSD. This means that I am free to resign my employment with 30 day notice, just as ACSD is free to terminate my employment, for any or no reason, with or without cause normally with 30 day notice, except in the case of gross misconduct, in which case, the termination may be immediate.

This handbook represents a summary of the more important company guidelines at the time of publication, and is not intended to be all-inclusive. The employee handbook is not an employment contract.

Apart from our policy of *At-Will* employment and those policies required by law, ACSD may change its policies or practices at any time without prior notice.

Further, I understand that this document will become part of my personnel file.

\_\_\_\_\_  
Employee Name (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Revised 07/01/2023